

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Daci Enterprises, LLC
t/a Dacha Beer Garden

Applicant for a New
Retailer's Class DT License

at premises
1600 7th Street, N.W.
Washington, D.C. 20001

License No. ABRA-092773
Order No. 2013-390

Daci Enterprises, LLC, t/a Dacha Beer Garden (Applicant)

Rachelle Nigro, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
6E

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON SETTLEMENT AGREEMENT

* The official records of the Alcoholic Beverage Control Board (Board) reflect that Daci Enterprises, LLC, t/a Dacha Beer Garden, Applicant for a new Retailer's Class DT license, located at 1600 7th Street, N.W., Washington, D.C., and ANC 6E have entered into a Settlement Agreement (Agreement), signed on June 17, 2013, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Rachelle Nigro, on behalf of ANC 6E, are signatories to the Agreement.

Accordingly, it is this 11th day of September, 2013, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

The second paragraph on page number 1 shall be removed.

Section 1 – The following sentence shall be modified to read as follows:

“A row of the tallest available mature bushes shall be installed and maintained in planters in public space, subject to issuance of a public space permit by the District Department of Transportation, at the south side of the property and along the public space at the west of the property in order to further reduce sound transmission.”

Section 3 – The following language shall be removed: "The Commission shall not consider any requests for additional hours of operation related to holidays. The Applicant agrees not to request such additional hours from the Board and ABRA. At the conclusion of the first season of operation, and no later than December 31, 2013, the Applicant and the Commission, through designated representatives, will meet with immediate residential neighbors to discuss any noise or other issues related to the Establishment's operation and potential remedial measures, including changes to hours of operation, that may be recommended to the Board as changes to the Establishment's license."

Section 7 – The following sentence shall be modified to read as follows:

“Three bathrooms, at least one of which shall be ADA compliant.”

Section 8 – The following sentence shall be modified to read as follows:

“Establishment shall ensure adjacent sidewalks are broom wept and hosed down daily to prevent accumulation of cigarette butts adjacent to the premises.”

Section 9 – The following sentence shall be modified to read as follows:

“Trash dumpster(s) shall be properly maintained so that they do not leak and close properly.”

Section 14 – This section shall be modified to read as follows: “The Applicant agrees to construct a permanent structure to house the

operations initially conducted in trailers, specifically the operations trailer and bathroom trailer, on the premises no later than May 1, 2015.”

Section 15 shall be removed.

The parties have agreed to these modifications.

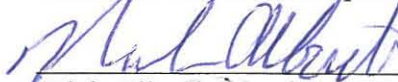
2. Copies of this Order shall be sent to the Applicant and ANC 6E.

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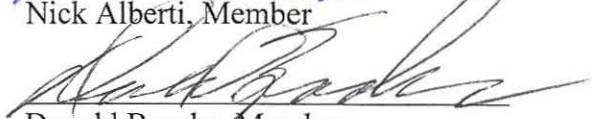
District of Columbia
Alcoholic Beverage Control Board



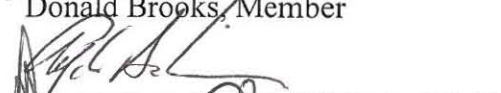
Ruthanne Miller, Chairperson



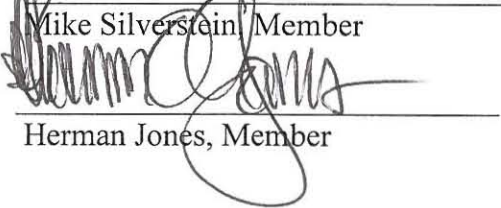
Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

**AGREEMENT BETWEEN
DACHA ENTERPRISES, LLC T/A DACHA BEER GARDEN
AND ADVISORY NEIGHBORHOOD COMMISSION 6E**

This Agreement between Dachi, LLC, t/a Dacha Beer Garden, hereinafter referred to as the "Applicant," "Licensee" or the "Establishment," and Advisory Neighborhood Commission 6E, hereinafter referred to as the "Commission," establishes the conditions under which the Commission shall support the request for approval of stipulated and permanent Retail Class "D" Restaurant ABC Licenses, to be approved by the District of Columbia Alcoholic Beverage Control Board (hereinafter referred to as the "Board"), and issued by the District of Columbia Alcoholic Beverage Regulation Administration (hereinafter referred to as "ABRA"), ABRA Number to be determined, for the Licensee's establishment located at 1600 7th Street, NW, Washington, DC 20001.

The Applicant has agreed to a number of conditions under which the Commission shall support issuance of the requested ABC licenses. To the extent that any of these conditions is not allowed to be included in a voluntary or settlement agreement for Board or ABRA purposes, the Applicant agrees to meet its obligations under those provisions under a separate agreement to be signed between the Commission and the Applicant. Both the Applicant and the Commission agree that the terms of such an agreement shall contain any and all provisions ruled ineligible or unenforceable by the Board or ABRA and shall not be subject to any modifications without mutual consent.

The considerations and measures listed below are those that the Applicant and the Commission have agreed must be complied with and implemented in order for the Commission to support issuance of the ABRA license(s). All relevant and applicant provisions that are deemed allowable and enforceable by the Board shall be part of the final Board order regarding approval of the license. The Commission agrees that any provisions rejected by the Board shall be stricken from the version of the Agreement to be incorporated into the Board's final order.

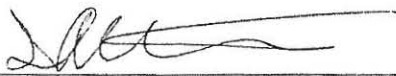
- 1) The sound of voices generated by the Establishment's customers are acknowledged to have the potential to disturb neighbors residing in buildings in proximity to the Establishment. In order to reduce the amount of sound that can be heard outside of the Establishment's premises, the Applicant agrees to undertake the following measures, at minimum: A 13 foot fence shall be constructed along the north and west property lines of the location to reduce transmission of noise from the Establishment that could potentially disturb adjacent residential neighbors. A three foot high vertical extension at the top of the operations trailer on the premises will be manufactured as an integral part of said trailer. A row of the tallest available mature lilac bushes shall be installed and maintained in planters in public space, subject to issuance of a public space permit by the District Department of Transportation, at the south side of the property and along the public space at the west of the property in order to further reduce sound transmission. The operations and bathroom trailers shall, to the extent practical, be manufactured in such a manner as to incorporate materials that can increase their ability to absorb sound. The bathroom trailers shall have automatic pneumatic closers, and shall utilize rubber or similar gaskets that, together, will serve to prevent banging sounds from being generated. The Licensee shall install signage in, on and around the bathroom trailer to discourage congregating and talking in the area adjacent to the bathroom trailers.
- 2) No music, live or recorded, will be allowed to be played at the Establishment at any time. There will be no musical performances, DJs, or amplified voices or sounds of any type on the premises. No dancing shall be allowed on the premises, by either entertainers or by patrons.
- 3) The establishment's hours of operation shall not exceed the following: Monday-Thursday, 4:00 PM to 10:30 PM; Friday, 4:00 PM to 11:59 PM; Saturday, 12:00 PM to 11:59 PM; Sunday, 12:00 PM to 10:30 PM. The Commission shall not consider any requests for additional hours of operation related to holidays. The Applicant agrees not to request such additional hours from the Board and ABRA. At the conclusion of the first season of operation, and no later than December 31, 2013, the Applicant and the Commission, through designated representatives, will meet with immediate residential neighbors to discuss any noise or

other issues related to the Establishment's operations and potential remedial measures, including changes to hours of operation, that may be recommended to the Board as changes to the Establishment's license.

- 4) The Applicant shall ensure that the build out of the Establishment maintains the spirit and aesthetic appearance presented in the renderings of the project provided to the Commission, as well as the level of service and quality in its operations, as presented to the Commission in writing.
- 5) The west fence, facing the alley, shall have a gate installed for removal of trash from the establishment's dumpsters, which shall be shared with the adjacent restaurant at 1602 7th Street, NW. Said fence shall also have an emergency exit with panic bar in order to discourage patron and employee access from the Establishment to the alley. A fence shall be installed at the rear of 1602 7th Street, NW, to restrict access to the parking area for the adjacent restaurant by unauthorized parties.
- 6) In order to prevent the generation of food cooking odors, all food served at the Establishment shall be cooked off premises and reheated on site prior to service. All food will be served on disposable plates and with disposable implements that have recycled or sustainable content and are biodegradable. All beverages will be served in glasses. No beverages will be served in cans or in glass bottles.
- 7) Three bathrooms, one ADA and two non-ADA, will be provided. Bathroom trailer shall be connected to city water and sewer service, not portable facilities that must be emptied and cleaned periodically. Bathrooms must be constructed to minimize noise, including slamming of doors.
- 8) No smoking shall be allowed on premises, and to the extent practical, the Establishment shall discourage employee and patron smoking in public space adjacent to the premises, especially the alley at the west of the site. Establishment shall ensure adjacent sidewalks are broom swept and hosed down daily, weather permitting, to prevent accumulation of cigarette butts adjacent to the premises.
- 9) Trash dumpster(s) shall be new and properly maintained so that they do not leak and close properly. Trash service will be provided as frequently as necessary to ensure that dumpster lids are closed at all times. The Licensee shall arrange for professional, licensed rodent control services on its property and at the rear of the adjacent building at 1602 7th Street, NW. Trash removal shall be conducted exclusively between the hours of 10:00 AM and 4:00 PM, Monday through Friday, and 12:00 PM and 4:00 PM on Saturday and Sunday. The Establishment shall take all necessary measures to ensure that adjacent sidewalks and alley are maintained clean and clear of all trash.
- 10) The Applicant shall provide, at minimum, one staff security officer/bouncer who shall, every 15 minutes during the Establishment's hours of operation, walk around the perimeter of the site, including the alley to the west. Applicant shall also engage a professional security company to provide, at minimum, four security cameras recording the entrances, side, and rear of the Establishment, and shall ensure that the recordings from said cameras are available to the Metropolitan Police Department and ABRA for a minimum of 30 days following the date of recording.
- 11) The Establishment's staff shall consist of trained waiters, bartenders, a manager on duty and a security guard/bouncer. Staff shall ensure adherence to the following standards: No tolerance for lack of ID or fraudulent IDs; No overserving of customers; Swift and discreet handling of customers who have overconsumed, including cleaning of any vomit outside of premises; No tolerance for leaving premises with beverages in hand.
- 12) The Establishment's maximum seated capacity shall be 100 persons, including staff.
- 13) The Licensee shall provide for the regular maintenance of the site during months when the Establishment is not in operation, including snow and trash removal, landscaping, and removal of graffiti.
- 14) The Applicant agrees to construct a permanent structure to house the operations initially conducted in trailers, specifically the operations trailer and bathroom trailer, on the premises no later than May 1, 2015, or the establishment shall not operate thereafter. The Applicant shall submit to the Commission written approval from the property owner authorizing the construction of such a structure. The Applicant shall submit to the Commission documentation from the District of Columbia Department of Consumer and Regulatory Affairs and the District of Columbia Office of Planning, Historic Preservation Division, indicating that such a structure could be constructed. Said documentation from the landlord and District government agencies shall be submitted to the Commission within 45 days of the execution of this Agreement. The Licensee shall present plans for the permanent structure to both the Commission and adjacent neighbors and seek their suggestions and approval, which shall not be unreasonably denied.

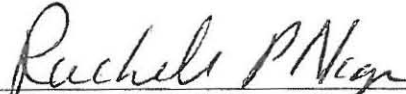
- 15) Prior to approval of renewal of the Establishment's license, the Licensee and the Commission shall meet to review all aspects of the Establishment's operations and, if necessary, modify and submit a revised agreement to the Board and ABRA.

In consideration of the conditions listed above, Advisory Neighborhood Commission 6E shall support the application for stipulated and permanent Retail Class "D" Restaurant ABC Licenses, pursuant to a 4-3-0 vote to approve the terms of this Agreement at the Commission's duly-noticed meeting on June 5, 2013, with a quorum present.



Ilya Alter
for Daci Enterprises, LLC
t/a Dacha Beer Garden

Date: 6/12/2013



Commissioner Rachelle Nigro, Chair
for ANC 6E

Date: 6-17-13